

October 2, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF DRAFT CONTRACT TO PROVIDE GENDER-SPECIFIC
VOLLEYBALL/ACADEMIC PROGRAM SERVICES
UNDER THE JUVENILE JUSTICE CRIME PREVENTION ACT**

(3 VOTE, ALL SUPERVISORIAL DISTRICTS)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve contracting with Starlings Volleyball Clubs, USA to provide Gender-Specific Volleyball/Academic Program services in an amount of \$137,300 fully offset by Juvenile Justice Crime Prevention Act (JJCPA) funds, for the period to begin following Board approval through June 30, 2004, by delegating authority to the Chief Probation Officer to negotiate, finalize, and execute a contract similar to the attached draft after final approval by County Counsel.
2. Delegate authority to the Chief Probation Officer to approve the addition or replacement of any agency subcontracting with Starlings Volleyball Clubs, USA.
3. Delegate authority to the Chief Probation Officer to execute modifications to the contract to extend the term for up to two additional 12-month periods, in an amount not to exceed \$137,300 for each term, contingent on continued legislative funding and approval as to form by County Counsel.
4. Delegate authority to the Chief Probation Officer to execute modifications to the contract not exceeding twenty-five percent (25%) of the total contract cost and/or one hundred eighty (180) days to the period of performance pursuant to the terms contained therein, upon approval as to form by County Counsel.

The contractor will be responsible for providing a juvenile volleyball club program to include recruitment, training, coaching, competition and transportation services for probation and at-risk adolescent and pre-adolescent girls selected for the teams. Services will be provided for girls at eight (8) selected school or community sites in the South-Central area as well as other sites where the sports team will travel to play volleyball competitions/games.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to obtain Board approval of a draft contract (Attachment I) with Starlings Volleyball Clubs, USA (Starlings) to provide a gender-specific volleyball/academic program under the Comprehensive Multi-Agency Juvenile Justice Plan (Plan), authorized under the Juvenile Justice Crime Prevention Act (JJCPA). Through this contract, Starlings will provide a juvenile volleyball club program to include recruitment, training, coaching, competition and transportation services for probation and at-risk adolescent and pre-adolescent girls selected for the teams. Services will be provided for approximately ninety-six (96) girls at a maximum of eight (8) selected school or community sites in the South-Central area as well as other sites where the sports team will travel to play volleyball competitions/games. The goal is to use athletic competition and sportsmanship to promote teamwork, health, positive life skills and academic achievement to young girls from diverse socioeconomic backgrounds. Starlings will collaborate with the Probation Department's current contractor, Soledad Enrichment Action (SEA), for gender-specific services in Probation camps. Under the JJCPA program, SEA provides academic and counseling services to girls at Probation camps and will provide these services to volleyball participants.

For the past two years, the volleyball/academic services were provided via a purchase order with Starlings. Since the Department is reaching its maximum purchasing authority for these services, a competitive solicitation was released to continue the services under a formal contract. Accordingly, the Department will discontinue the purchase order and provide the services under the proposed contract.

Implementation of Strategic Plan Goals

The recommended Board action is consistent with the Countywide Strategic Plan Service Excellence Goal #1 and Children and Families' Well-Being Goal #5. Implementation of the recommendations will enable a continuum of service models for youth that encourage them to accept responsibility for their lives, make positive changes and take steps towards personal development.

FINANCIAL IMPACT/FINANCING:

The recommended contract will not exceed \$137,300 for the initial contract term. The costs are 100% offset by JJCPA funds, which are included in the FY 2003-2004 Probation Department's Budget. Consequently, no net County cost is required to fund the recommended contract. The contract includes provisions for non-appropriation of funds and budget reductions. Subsequent contract extensions will be in an amount not to exceed \$137,300 subject to continued legislative funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On March 20, 2001, your Board authorized the Chief Probation Officer to finalize the Plan and apply to the State Board of Corrections for Crime Prevention Act of 2000 (CPA 2000) funding, now known as JJCPA. SB 736 (Poochigian-Burton) addressed the future of JJCPA and authorized the BOC to use \$116,300,000 for all participating counties for FY 2002-2003. Los Angeles County's allocation was \$32,742,714. For FY 2003-2004, \$116,300,000 was again authorized for all participating counties. The new Los Angeles County's allocation is \$32,612,056, a reduction of \$130,658. Funds for the Gender-Specific Volleyball/Academic Program are included in the FY 2003-2004 allocation.

The proposed contract is for an initial period to begin following Board approval through June 30, 2004. The contract term may be extended up to two additional 12-month periods contingent on continued legislative funding and approval as to form by County Counsel. The scope of work for the contracted services includes providing a juvenile volleyball club program to include recruitment, training, coaching, competition and transportation services for probation and at-risk adolescent and pre-adolescent girls selected for the teams.

In accordance with the Department of Human Resources memorandum dated November 16, 1995, the contract has been reviewed in regard to the provisions for hiring displaced County employees. The contractor agrees to give first consideration to

hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of the contract and during the life of the contract.

In accordance with the Auditor-Controller memorandum dated March 2, 2000, the contract contains County requirements regarding contractor non-responsibility and debarment.

The contract is Non-Prop A. Consequently, there are no departmental employee relations issues and the contract will not result in a reduction of County services. Additionally, the Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

Probation will not request the contractor to perform services, which exceed the Board approved contract amount, scope of work, and/or contract dates.

In accordance with the Jury Service Program, the contract contains County requirements regarding the provision of paid jury service time for their employees.

In accordance with the Chief Administrative Office memorandum dated July 19, 2002, the proposed contractor has been instructed to register on WebVen.

In accordance with the Chief Administrative Office memorandum dated May 5, 2003, the contract contains information regarding the Safely Surrendered Baby Law.

The proposed contract is in compliance with all Board, Chief Administrative Office, and County Counsel requirements. County Counsel has approved as to form.

CONTRACTING PROCESS:

To solicit for the services, a comprehensive Request for Proposals (RFP) process was conducted. Through the solicitation and competitive negotiation process, twenty-nine (29) letters were sent to service providers. Advertisements were placed in the Los Angeles Times, Eastern Group Publications, Los Angeles Sentinel, and the County's Bids and Awarded Bids & Contracts web site (Attachment II). As a result, four (4) potential providers requested copies of the RFP, one (1) attended the mandatory bidder's conference, and one (1), Starlings Volleyball Clubs, USA, submitted a proposal.

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The proposal was first reviewed using an initial screening "pass/fail" process to determine whether it met the minimum requirements. The initial screening was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. The proposal passed the initial screening and was objectively evaluated by an Evaluation Committee made up of Probation staff. The proposal was evaluated on the strengths and weaknesses of critical categories and consistent with the factors identified in the RFP.

Starlings Volleyball Clubs, USA is being recommended because their proposal was responsive and deemed beneficial to the County based on their planned level of service and capability.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended actions will enable the Probation Department to comply with the Plan's mandate to provide gender-specific services to Probation and at-risk adolescent and pre-adolescent female youth.

Respectfully submitted,

RICHARD SHUMSKY
Chief Probation Officer

RS:co

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Attachments (2)

c: Executive Officer, Board of Supervisors
 Chief Administrative Officer
 County Counsel



**DRAFT CONTRACT TO PROVIDE GENDER-
SPECIFIC VOLLEYBALL/ACADEMIC PROGRAM
SERVICES
FOR THE LOS ANGELES
COUNTY PROBATION DEPARTMENT**

Starlings Volleyball Clubs, USA

CONTRACT TERM

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**DRAFT CONTRACT TO PROVIDE GENDER-SPECIFIC
VOLLEYBALL/ACADEMIC PROGRAM SERVICES
TO THE LOS ANGELES COUNTY PROBATION DEPARTMENT**

This contract is made and entered into this _____ day of _____, 2003, by and between the County of Los Angeles, a body politic, hereinafter referred to as "COUNTY" and Starlings Volleyball Clubs, USA, P.O. Box 232416, Encinitas, CA 92023-2416, hereinafter referred to as "CONTRACTOR".

WHEREAS, the COUNTY of Los Angeles Probation Department has a need for the services of a CONTRACTOR to provide Volleyball/Academic Program services; and

WHEREAS, the County of Los Angeles, through its Probation Officer, is authorized under California Code Section 31000; and

WHEREAS, CONTRACTOR is duly qualified to engage in the business of providing services as set forth hereunder and warrant that it possesses the licenses, competence, experience, preparation, organization, staffing and facilities to provide services as described in this contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

INTRODUCTION

This document is a contract to implement Gender-Specific Volleyball/Academic Program services for the County of Los Angeles Probation Department. Funding for these services is provided through the Comprehensive Multi-Agency Juvenile Justice Plan authorized by the Juvenile Justice Crime Prevention Act (JJCPA) formerly known as AB1913, Schiff-Cardenas Juvenile Justice Crime Prevention Act of 2000.

The needs of the Probation Department are to reduce recidivism and delinquency by using athletic competition and sportsmanship to promote teamwork, health, positive life skills and academic achievement to young girls from diverse socioeconomic backgrounds. This requires a professional and highly skilled CONTRACTOR with a proven and established track record and experience working with probation and at-risk females.

The CONTRACTOR shall be responsible for providing a juvenile volleyball club program to include recruitment, training, coaching, competition and transportation services for probation and at-risk adolescent and pre-adolescent girls selected for the teams. Services will be provided for approximately ninety-six (96) girls at a maximum of eight (8) selected school or community sites in the South-Central area as well as other sites where the sports team will travel to play volleyball competitions/games. CONTRACTOR

will collaborate with the COUNTY'S current contractor Gender-Specific services in Probation camps under the JJCPA program. Said contractor shall provide academic and counseling services to volleyball participants.

The CONTRACTOR shall be responsible for providing at least eight (8) individuals to coach the volleyball/academic program and transportation for participants and their leaders/chaperones to special events such as sporting competitions, recognition programs, and when necessary to the academic and counseling sessions.

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PART A: PERFORMANCE WORK STATEMENT

1.0 GENERAL

1.1 Scope of Work

The CONTRACTOR shall provide a juvenile volleyball club program to include recruitment, training, coaching, competition and transportation services for probation and at-risk adolescent and pre-adolescent girls selected for the teams. Services shall be provided for approximately ninety-six (96) girls at a maximum of eight (8) selected school or community sites in the South-Central area as well as other sites where the sports team will travel to play volleyball competitions/games.

The CONTRACTOR shall be responsible for providing at least eight (8) individuals to coach the volleyball/academic program as well as providing transportation for minors and their leaders/chaperones to special events such as sporting competitions and recognition programs. Contractor shall collaborate with the COUNTY's current contractor for Gender-Specific services in Probation camps under the JJCPA program.

The CONTRACTOR shall work in conjunction with the Probation Department's Athletic Director at Camp Scott and the current contractor under the JJCPA Gender Specific program. The current JJCPA contractor shall provide the academic and counseling services to the volleyball participants.

2.0 SPECIFIC TASKS

CONTRACTOR shall provide sufficient personnel to perform all work in accordance with this scope of work. All CONTRACTOR'S personnel shall be supervised by a qualified Project Manager employed by the CONTRACTOR.

The CONTRACTOR shall provide and make available the following services, personnel, equipment and material.

2.1 Volleyball Team

The Volleyball team will consist of eight teams (average of twelve girls per team).

2.1.1 Five (5) teams, ages 12 through 14 shall be located at four (4) junior high schools identified by COUNTY.

2.1.2 Three (3) teams, ages 15 and 16, shall be located at two (2) high schools identified by COUNTY.

- 2.1.3 There will be occasions to practice at two (2) community sites, namely Victoria and Athens Parks.
- 2.1.4 Practices shall be at least three times per week, two hours per day, at a time and place determined by COUNTY. Additionally, games/tournaments will be scheduled on weekends and/or weekdays
- 2.1.5 CONTRACTOR shall provide all supplies and equipment, necessary to provide the required services including but not limited to, balls, nets, etc.
- 2.1.6 CONTRACTOR shall provide complete uniforms including but not limited to, shorts, blouses, warm-up outfits, shoes, socks, etc. for all volleyball participants.
- 2.1.7 The Teams shall compete in regional tournaments of the Southern California Volleyball Association. In addition, as determined by COUNTY the teams may participate in the National Starlings Association and Junior Olympics tournaments.
 - 2.1.7.1 CONTRACTOR shall be responsible for the registration and tournament fees.
 - 2.1.7.2 CONTRACTOR shall provide hotel accommodations, and food during the tournament and competition events.
- 2.1.8 CONTRACTOR'S coaches shall wear identifiable shirts/blouses during practices and competitions.

2.2 Academic Program

The CONTRACTOR shall work in conjunction with the Probation Department's Athletic Director at Camp Scott and the current contractor under the JJCPA Gender Specific program in the volleyball program. The current JJCPA contractor shall provide academic and counseling services to volleyball participants.

The Academic Program will consist of:

- 2.2.1 Academic tutoring and emphasis on college preparation through monitoring of grades, SAT and ACT test training, NCAA Clearing house.

- 2.2.2 Counseling in areas such as: self-esteem, health, nutrition, drug-abuse and pregnancy prevention, in addition to financial aid counseling.

2.3 Coaches

The CONTRACTOR shall provide highly skilled individuals to coach the volleyball/academic program at the eight (8) selected sites in the South-Central area of Los Angeles.

The coaches shall be integral members of the volleyball/academic program and will work in conjunction with the Probation Department's Athletic Director at Camp Scott and current contractor for Gender-Specific services in probation camps under the JJCPA program.

Coaches shall, at a minimum, have played and/or coached high school level volleyball within the past two (2) years. Coaches must be 18 years and older and experienced in coaching young females. Additionally, coaches shall be proficient in the rules and regulations governing the game of volleyball at the appropriate level (junior high and high school).

- 2.3.1. Coaches will be responsible for the following:

- Enhancing the performance and mental abilities of the athlete.

- 2.3.1.1 Supervising and instructing the players to the best of their ability.
 - 2.3.1.2 Maintaining the athlete's equipment for safety needs and fitness.
 - 2.3.1.3 Accompanying athletes to competitions/games regardless of the distance or number of games and providing leadership to participants.
 - 2.3.1.4 Ensuring all athletes return safely to point of pick-up after competitions/games, and accompanying athletes until they leave or are picked-up from the pick-up points.
 - 2.3.1.5 Working with athletes who want to quit or give up and provide positive direction.
 - 2.3.1.6 Working in conjunction with designated Deputy Probation Officer/Camp Scott Athletic Director, and

other current contractors under the JJCPA program to coordinate the volleyball program in providing required services and achieving the program's goal.

- 2.3.1.7 Overseeing and supervising team members at all times during practices, games, and/or tournaments. Coaches shall be present at all of these events.

2.4 Vehicles

CONTRACTOR shall provide all vehicles used by CONTRACTOR staff in the transportation of the minors and adults. CONTRACTOR shall not make changes/modifications to service and/or vehicle requirements without prior written consent from authorized Probation staff.

- 2.4.1. These vehicles will transport minors and their leaders/chaperones to special events such as sporting competitions and recognition programs.
- 2.4.2. All motor vehicles used pursuant to this agreement shall receive regular inspection and maintenance. All CONTRACTOR vehicles must pass a Department of Motor Vehicles (DMV) inspection at the frequency required by the DMV. CONTRACTOR shall maintain a file of inspection and maintenance reports to be available for inspection by COUNTY.
- 2.4.3. CONTRACTOR shall provide replacement vehicles in the event of breakdowns or malfunctions during scheduled routes.
- 2.4.4. Up to six (6) vehicles may be required for several events at one time. Vehicles in good working order must be available on Saturdays and Sundays and on weekdays for special events.
- 2.4.5. If needed, vehicles must be wheelchair accessible. All vehicles must be equipped with working air conditioners. All seats on the vehicle must be in good repair with no tears on the seat and seatback surfaces. Each vehicle must be equipped with sufficient seats and/or seat belts or other restraints or other specialized wheelchair ramp or equipment appropriate to the physical disability of parents being transported. Each vehicle must be equipped with a first aid kit and a fire extinguisher.
- 2.4.6. At COUNTY'S discretion, each vehicle must display magnetic appliques identifying it as vehicle used for Los Angeles County Probation Department transportation. COUNTY will supply magnetic applique.

2.5 Transportation

All expenses required for the operation of the transportation services provided herein will be borne by CONTRACTOR.

- 2.5.1 The starting and ending points for transport will vary depending on the needs of the programs. The destination points will be anywhere up to three hundred (300) miles from the pick-up sites. In addition, as determined by COUNTY the teams may participate in the Junior Olympics which occurs in Sacramento, CA.
- 2.5.2 Transportation includes services on Saturdays and Sundays and on weekdays for special events.

2.6 Drivers

- 2.6.1 Drivers will pick-up minors and leaders/chaperones to and from events on designated dates at locations within the County of Los Angeles. COUNTY will provide CONTRACTOR with necessary information at least one (1) week prior to scheduled event.
- 2.6.2 Drivers must have a valid commercial drivers license issued by DMV and any other specific certificates required to operate commercial vehicles used to transport passengers.
- 2.6.3 Drivers must be trained and licensed in basic first aid and CPR measures and have current CPR certification, renewed at intervals as recommended by the American Heart Association.
- 2.6.4 CONTRACTOR's drivers must maintain a professional appearance throughout their workday. Jeans, shorts, or t-shirts are prohibited attire. Clothes blatantly advertising products or services are prohibited. COUNTY's Program Manager or designee will have sole discretion as to appropriate attire.

2.7 Transportation Equipment & Material

- 2.7.1 CONTRACTOR will provide and maintain facsimile equipment, telephones, and appropriate communication line(s) to send and receive calls and facsimile transmissions from COUNTY.
- 2.7.2 CONTRACTOR and CONTRACTOR'S drivers shall have FCC approved electronic communication devices (e.g., citizens' band

(CB) radio or cellular phone) in working condition, in each driver's vehicle, for communication purposes.

2.8 MONTHLY SELF-MONITORING REPORTS

CONTRACTOR shall produce at the end of each month informational reports that indicate the level and type of services rendered to COUNTY. CONTRACTOR shall forward this report to the COUNTY'S Contract Manager by the 10th working day of the following month for which the services were rendered. Report format and content is subject to final COUNTY review and approval.

3.0 PERSONNEL

3.1 Key COUNTY Personnel

3.1.1 COUNTY Contract Manager

The Chief Probation Officer of the County of Los Angeles, or his designee, is designated COUNTY Contract Manager, who will have full authority to act for COUNTY in all matters connected with this contract consistent with the provisions contained herein.

3.1.2 The Contract Manager shall provide direction to CONTRACTOR in areas relating to policy, information, operations and procedural requirements.

3.1.3 The Contract Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the contract except as provided in Attachment A, Section 22.0.

3.1.4 COUNTY will inform the CONTRACTOR of the name, address and telephone number of the Contract Manager at the time the contract is awarded.

3.1.5 COUNTY reserves the right to have Contract Manager interview any and all prospective employees of CONTRACTOR.

3.2 Key CONTRACTOR Personnel

3.2.1 CONTRACTOR Project Director

The CONTRACTOR shall provide its own full time officer or employee as Project Director and identify the person in the proposal. The Project Director or an approved alternate shall be

assigned locally and available for telephone contact twenty-four (24) hours a day, Monday through Saturday, excluding all holidays. The Project Director shall provide overall management and coordination of the contract services on the CONTRACTOR'S behalf, and shall act as the central point of contact with Probation.

- 3.2.2 When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Contract Manager, an equally qualified individual shall be designated to act for the Project Director.
- 3.2.3 The Project Director shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of this contract.
- 3.2.4 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.
- 3.2.5 The Project Director must have at least two (2) years of demonstrated previous experience within the last five (5) years managing a club volleyball program involving at-risk and/or probation female youth.
- 3.2.6 The Project Director and alternate must be able to read, write, speak and understand English.
- 3.2.7 COUNTY shall have the right to review the qualifications and approve the Project Director and any replacement recommended by CONTRACTOR.

3.3 Other CONTRACTOR Personnel

- 3.3.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services. (COUNTY shall have the right to review and approve potential staff prior to assignment.)
- 3.3.2 All personnel must be able to read, write, spell, speak and understand English.
- 3.3.3 CONTRACTOR certifies that all persons employed to perform services under this contract will be treated equally without regard to race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California (refer to Attachment J).

3.3.4 The CONTRACTOR shall insure that by first day of employment, all persons with access to adult and/or juvenile records and arrest information have signed an acknowledgement that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain original CORI form and forward a copy to Contract Manager within five (5) business days of start of employment. (Refer to Attachment C)

3.3.5 The CONTRACTOR shall give advance notice to COUNTY'S Contract Manager, in writing within ten (10) business days, of any change in CONTRACTOR personnel assigned to perform any work on this contract.

3.3.6 All persons working on this contract have signed an Employee Acknowledgement of Employer Form (Refer to Attachment D)

3.4 CONTRACTOR Employee Acceptability

The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the COUNTY Contract Manager.

3.5 Conflict of Interest

See Standard Terms and Conditions, Attachment A, Section 34.0.

3.6 Employee Benefits and Acknowledgement of Employer

3.6.1 CONTRACTOR will be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits. An acknowledgement that each employee understands that they are an employee of CONTRACTOR and not an employee of Los Angeles County must be signed by each employee of CONTRACTOR employed by first day of employment (Refer to Attachment D). The CONTRACTOR original acknowledgement and a copy must be filed within five (5) business days of employment with the County of Los Angeles, Department of Human Resources, Worker's Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, CA 90010.

3.6.2 COUNTY shall not assume any liability for the payment of any salaries, wages, benefits or other compensation to, or on behalf of, any personnel provided by the CONTRACTOR.

3.7 Employee Criminal Records, Notice and County Approval

CONTRACTOR shall be responsible for ongoing implementation and monitoring of subsections 3.7.1 through 3.7.7. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to COUNTY, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

3.7.1 No personnel employed by CONTRACTOR for this program having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.

3.7.2 The COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on the contract under appropriate circumstances.

3.7.3 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.

3.7.4 No personnel employed by the CONTRACTOR for this project shall be on active probation or parole currently or within the last three (3) years.

3.7.5 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Probation Department.

3.7.6 The CONTRACTOR shall submit the names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time.

3.7.7 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employee; COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check, which is subject to change by the State.

3.8 Gratuities

It is improper for any County Officer, employee, or agent to solicit consideration, in any form from a CONTRACTOR'S with the implication, suggestion, or statement that the CONTRACTOR'S provision of the consideration may secure more favorable treatment for the CONTRACTOR in the award of the contract or that the CONTRACTOR'S failure to provide such consideration may negatively affect the COUNTY'S consideration of the CONTRACTOR'S submission. A CONTRACTOR shall not offer or give, either directly or through an intermediary, consideration, in any form, to a COUNTY officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A CONTRACTOR shall immediately report any attempt by a COUNTY officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the contractor's submission being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

3.9 Consideration of Hiring County Employees Targeted for Layoffs

Should CONTRACTOR require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this contract.

3.10 Consideration of GAIN/GROW Participants for Employment

Should CONTRACTOR require additional or replacement personnel or other position for which applications are being accepted after the effective date of this contract, CONTRACTOR shall give appropriate consideration (in conjunction with Section 3.9 above) for any such position(s) to qualified

persons referred to CONTRACTOR through the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Programs. For this purpose, appropriate consideration shall mean that CONTRACTOR will interview qualified candidates in conjunction with, and not preceding or successive to Section 3.9 above. In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

As a threshold requirement for consideration for contract award, CONTRACTORS shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, CONTRACTORS shall attest to a willingness to provide employed GAIN/GROW participants access to assist these individuals in obtaining permanent employment and/or promotional opportunities. CONTRACTORS who are unable to meet this requirement shall not be considered for this award.

CONTRACTORS shall complete and return the form, "Attestation of Willingness to Consider GAIN/GROW Participants, "Attachment Q", hereunder, with their proposal.

3.11 Work Outside of Scope of Contract

The CONTRACTOR agrees that any work performed outside the scope of the "Performance Work Statement" section of this document, without the prior written approval of the COUNTY in accordance with Attachment A, Section 22.0, Changes and Amendments of Terms, shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

3.12 Approval of Subcontractors

Any use of subcontractors must be in compliance with Attachment A, Section 15.0 of this contract and be identified in the original proposal. Before any prime contract can be effective, COUNTY must approve its subcontracts and their insurance certificates.

3.13 Records and Audits

CONTRACTOR shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to support all payments made by the COUNTY to the CONTRACTOR. CONTRACTOR

shall preserve and make available records until the expiration of five (5) years from the date of final payment to COUNTY under this contract.

3.14 Notice to Employees Regarding the Federal Income Credit

See Section 22.0, Notice to Employees Regarding the Federal Income Credit.

4.0 **PERFORMANCE REQUIREMENTS SUMMARY**

A standard level of performance will be required of CONTRACTOR in the areas of Gender-Specific Volleyball/Academic Program services. Attachment B summarizes the required services, performance indicator, acceptable quality level, monitoring methods to be used by the COUNTY, and liquidated damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Attachment B, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract. Failure of the CONTRACTOR to achieve this standard can result in assessment of liquidated damages against CONTRACTOR by COUNTY.

5.0 **QUALITY CONTROL PLAN**

The CONTRACTOR shall establish and provide a Quality Control Plan to ensure that the requirements of the contract are met. The plan shall be submitted as a part of the proposal. An updated copy must be provided to the COUNTY Contract Manager within two (2) weeks of the contract start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and approval and shall include, but not limited to:

- 5.1 An inspection system covering all the services listed in the Performance Requirements Summary (refer to Attachment B). It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspections.
- 5.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 5.3 A file of all evaluations conducted by CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract as set forth in Attachment A, Section 24.0, "Record Retention and Inspection".
- 5.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of CONTRACTOR'S employees or other unusual occurrence

(i.e. power loss or natural disaster) which would result in the CONTRACTOR being unable to perform the contracted work.

5.5 The methods for ensuring that confidentiality of records are maintained while in the care of CONTRACTOR'S employees.

5.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

6.0 QUALITY ASSURANCE

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Attachment B, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

6.1 Performance Evaluation Meetings

The CONTRACTOR Project Director or his alternate shall meet at least weekly with the COUNTY Contract Manager during the first three (3) months of the contract, if COUNTY Contract Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the CONTRACTOR'S Project Director and the COUNTY'S Contract Manager. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the COUNTY Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule.

The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR who, in the opinion of the COUNTY Contract Manager, is unsatisfactory, will be removed and replaced by the CONTRACTOR within twenty-four (24) hours.

7.0 CONFIDENTIALITY

The CONTRACTOR shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR.

Confidentiality of Juvenile Records

By State law (California Welfare and Institutions Code Sections 827 and 828, and Penal Code Sections 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information related to any individual is to be in any way relayed to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign (Refer to Attachment C) regarding the confidentiality of the information in the juvenile records. Copies of this form are to be sent to Contract Manager within five (5) business days of start of employment.

The CONTRACTOR shall be responsible for safeguarding all information that it produces or that is received from, produced by or provided by the COUNTY.

CONTRACTOR shall not disclose any details in connection with this contract to any party, except as may be otherwise provided herein or required by law.

CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY'S systems, or to any safeguard, counter-measure, contingency plan, policy or procedure contemplated or implemented by COUNTY. The provisions of this subsection shall survive the expiration or termination of this contract.

8.0 RECOGNIZED HOLIDAYS

The CONTRACTOR may be required to provide services on COUNTY-recognized holidays. These holidays change from year to year. The COUNTY Contract Manager will provide the CONTRACTOR, upon request, with a list of COUNTY holidays for the succeeding years.

9.0 RIGHT OF INSPECTION

COUNTY'S Contract Manager shall have the right at all times to inspect any work performed or being performed by CONTRACTOR.

9.1 Government Observations

COUNTY and/or personnel from other governmental jurisdictions, other than COUNTY'S Contractor Manager, may from time to time be authorized by COUNTY to observe contract operations. However, these personnel will not unreasonably interfere with CONTRACTOR'S performance.

10.0 USE OF COUNTY SEAL AND PROBATION DEPARTMENT LOGO

The CONTRACTOR shall not use or display the official seal of the COUNTY or the Probation Department's logo on any of its letterheads or other communications with any debtor, or for any other reason unless each form of usage has prior written approval of the Chief Probation Officer.

11.0 DEFINITIONS

- 11.1 Acceptable Quality Level (AQL) - A measure to express the leeway of variance from a standard before Probation can apply damages as specified in Attachment B. An AQL does not imply that the CONTRACTOR may knowingly perform in a defective way. It implies that the COUNTY recognizes that defective performance sometimes happens unintentionally. It is required that the CONTRACTOR correct all defects whenever possible. A variance from the AQL can result in a credit to Probation against the monthly charge for the CONTRACTOR'S service.
- 11.2 Contract Discrepancy Report (CDR) - As used herein, the term "Contract Discrepancy Report" shall mean a report prepared by the Probation Department's Contract Manager to inform the CONTRACTOR of faulty service. The CDR requires a response from the CONTRACTOR within ten (10) days, or as otherwise specified by the Contract Manager, explaining the problem, outlining the remedial action being taken to resolve the problem and how recurrence of the problem will be prevented.
- 11.3 CONTRACTOR Project Director - CONTRACTOR'S officer or employee responsible for administering the contract after contract award.
- 11.4 COUNTY Contract Manager - The Probation representative responsible for daily management of contract operation and overseeing monitoring activities.
- 11.5 Contract Start Date - The date the CONTRACTOR begins work (start of the basic contract period) in accordance with the terms of the contract.
- 11.6 Enforcement - The COUNTY Contract Manager shall be responsible for the enforcement of this contract on behalf of the COUNTY and shall be assisted by those officers and employees of the COUNTY having duties in connection with the administration thereof. In the event the COUNTY commences legal proceedings for the enforcement of this contract of recovery of the premises used herein, the CONTRACTOR agrees to pay any sum, which may be awarded to the COUNTY and by the Court for attorney's fees and costs incurred in the action brought,

- 11.7 Juvenile Records - Personal and social history including criminal information of juvenile offenders. The records include legal documents and other information, which are confidential. The information shall not be discussed with or disclosed to unauthorized persons as defined by the Probation Department.
- 11.8 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract which will be evaluated by the COUNTY to insure contract performance standards are met by the CONTRACTOR. (Attachment B)
- 11.9 Quality Assurance Evaluator (QAE) - The Probation employee responsible for monitoring CONTRACTOR'S compliance with the contract.
- 11.10 Quality Control Plan - All necessary measures taken by the CONTRACTOR to assure that the quality of service will meet the contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Performance Work Statement.
- 11.11 User Complaint Report (UCR) - A report prepared by probation personnel in order to inform the Contract Manager of incidents involving faulty performance by the CONTRACTOR.

12.0 COUNTY-FURNISHED PROPERTY AND SERVICES

The COUNTY shall provide CONTRACTOR no real property and/or equipment necessary to operate this contract.

13.0 CONTRACTOR-FURNISHED ITEMS

The CONTRACTOR shall furnish all personnel, supplies, and equipment necessary to perform all services required by this Performance Work Statement.

14.0 TERM

- 14.1 The term of this contract shall be for a twelve (12) month period to commence following the approval by the Los Angeles County Board of Supervisors unless sooner terminated or extended, in whole or in part, as provided in this contract.
- 14.2 The COUNTY shall have the option to extend the contract term for up to two (2) additional twelve (12) month periods for a total maximum total contract term of three (3) years. Each such option year shall be exercised individually the Chief Probation Officer.

- 14.3 The CONTRACTOR shall notify COUNTY when this contract is within six (6) months from the expiration of the term as provided for herein above. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY.

15.0 CONTRACT SUM

- 15.1 The contract sum under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum, inclusive of all applicable taxes, is \$137,300. Contract sum shall be used as follows: \$48,712 for Volleyball program, \$56,000 for coaches, and \$32,588 transportation. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.
- 15.2 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY.
- 15.3 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this contract.

16.0 INVOICES AND PAYMENT

CONTRACTOR shall invoice COUNTY monthly in arrears for work performed and for supplying services specified herein and priced in accordance with Section 15.0, Part A. CONTRACTOR shall prepare monthly invoices, which shall include the monthly charges owed to CONTRACTOR by COUNTY under the terms of this contract. Deductions for performance variance in favor of COUNTY shall be applied against the monthly charges and shall be calculated upon the formula set forth in Attachment B, "Performance Requirements Summary." Within thirty (30) days following receipt of and upon processing the proper invoice, COUNTY shall pay to CONTRACTOR, the monthly charges less the deductions for performance variance, subject to the auditing requirements of the County Auditor-Controller. All invoices under this contract shall be submitted to the Probation Department representative designated at time of contract award.

Submit invoices to: County of Los Angeles Probation Department
Residential Treatment Services Bureau
9150 E. Imperial Highway
Downey, California 90242

17.0 REGULATIONS

CONTRACTOR agrees to comply with all applicable Federal, State and local laws, including the Americans With Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

18.0 INSURANCE REQUIREMENTS

The CONTRACTOR shall be responsible for complying with insurance requirements described in Attachment A, Section 17.0, General Insurance Requirements and Section 18.0, Insurance Coverage Requirements.

19.0 LAWS AND LIMITATIONS

CONTRACTOR shall be required to comply with all applicable local, State, and Federal laws and regulations including California Penal Code Section 295, 295.1, 296, 296.1, 296.2, 300, etc. The CONTRACTOR understands that any findings and/or recommendations must conform to the codes, laws, rules and regulations governing the agencies and departments involved. Where the CONTRACTOR believes changes in codes, laws, rules and regulations are needed to effect desirable improvements, he/she shall so indicate. The COUNTY at its discretion, if deemed appropriate, shall seek such changes.

20.0 SERVICE INTERRUPTION NOTIFICATION

In the event CONTRACTOR experiences any type of service interruption, CONTRACTOR shall make every effort to notify COUNTY within one (1) working day of said interruption or incident. The CONTRACTOR shall plan for such incidence to ensure the standard quality of services will continue during this period.

21.0 NON-PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY

and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this contract.

Further, CONTRACTOR shall notify COUNTY when the contract amount has been incurred up to seventy-five percent (75%) of the contract total, and when the contract is within six (6) months of expiration.

22.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (refer to Attachment E).

23.0 COMPLIANCE WITH JURY SERVICE PROGRAM

23.1 Jury Service Program

This contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Attachment G and incorporated by reference into and made a part of the contract.

23.2 Written Employee Jury Service Policy

23.2.1 Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

23.2.2 For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with

the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one (1) or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for the purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- 23.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.
- 23.2.4 CONTRACTOR'S violation of this Section of the contract may constitute a material breach of the contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

24.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment H of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

25.0 STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions for Los Angeles County service contracts are attached hereto as Attachment A.

26.0 MERGER

The documents as stated below form a part of this contract. In the event of any conflict in the definition or interpretation of any word, responsibility, service, or schedule between the contract and the following attachments, said conflict or inconsistency shall be resolved by giving precedence first to the contract, then to Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, and R, according to the order that they appear and CONTRACTOR'S proposal dated August 25, 2003 which is incorporated herein by reference as part of this contract.

This contract and the attachments which are incorporated herein by reference, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this contract.

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IN WITNESS WHEREOF, the parties by their duly authorized officers, have caused these presents to be subscribed on the day, month, and year first above written.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

BY _____ DATE _____
RICHARD SHUMSKY
CHIEF PROBATION OFFICER

CONTRACTOR:

NAME OF COMPANY

BY _____
SIGNATURE (NAME & TITLE)

TYPED OR PRINTED NAME & TITLE

APPROVED AS TO FORM:

LLOYD W. PELLMAN COUNTY COUNSEL

BY _____
GORDON TRASK
PRINCIPAL DEPUTY
COUNTY COUNSEL

ATTACHMENT A
STANDARD TERMS AND CONDITIONS
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ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION

The requirements are set forth in Part B (Performance Work Statement).

2.0 CONTRACTOR'S SERVICES

CONTRACTOR shall provide services for the COUNTY in the manner and form described in this contract and all attachments hereto.

3.0 TAX LIABILITY LIMITATION

COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income and/or property taxes, which may be imposed in connection with, or resulting from this contract or CONTRACTOR'S performance hereunder.

4.0 TERMINATION FOR CONVENIENCE OF THE COUNTY

4.1 Performance of services under this contract, may be terminated by COUNTY in whole or in part, when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a thirty (30) day prior written Notice of Termination specifying the extent to which to which performance of work is terminated, and the date upon which such termination becomes effective.

4.2 After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

4.2.1 Stop services under this contract on the date and to the extent specified in the Notice of Termination.

4.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

4.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, his termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit his termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such

determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

- 4.4 Subject to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- 4.5 CONTRACTOR shall make available to COUNTY and all authorized State and Federal agencies, at all reasonable times, at the office of contractor, all his books, records, documents, including all pertinent cost accounting, financial records and proprietary data. Such material must be kept and maintained for a period of five (5) years after completion of the contract, or until such time as all audits are complete, whichever is later. In the event that records are located outside the County of Los Angeles, then CONTRACTOR shall pay COUNTY for travel and per diem costs in connection with an inspection or audit.

5.0 TERMINATION FOR DEFAULT OF CONTRACTOR

- 5.1 COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this contract in any one of the following circumstances:
 - 5.1.1 If CONTRACTOR fails to perform the service within the time specified or any extension thereof; or
 - 5.1.2 If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.
- 5.2 In the event COUNTY terminates this contract in whole or in part as provided in this section, COUNTY may procure, upon such terms and in such a manner, as COUNTY may deem appropriate, services similar to those terminated, and CONTRACTOR shall be liable to COUNTY for any excess costs for such similar services.

- 5.3 If, after notice of termination of this contract under provision of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience of the County".

6.0 TERMINATION FOR DEFAULT FOR INSOLVENCY

- 6.1 COUNTY may cancel this contract for default in the event of the occurrence of any of the following:
- 6.1.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;
 - 6.1.2 The filing of a voluntary petition to bankruptcy;
 - 6.1.3 The appointment of a Receiver or Trustee for CONTRACTOR;
 - 6.1.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.
- 6.2 The remedies reserved to COUNTY herein shall be cumulative and additional to any other remedies provided in law or equity.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the contract or securing favorable treatment with respect to the award, amendment or extension of the contract or making of any determinations with respect to CONTRACTOR'S performance pursuant to the contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the

County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 11.0, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to Section 8.0 TERMINATION FOR DEFAULT OF CONTRACTOR.

10.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY'S policy to encourage all COUNTY contractors to voluntarily post COUNTY'S "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR'S place of

business. COUNTY'S Child Support Services Department will supply CONTRACTOR with the poster to be used.

11.0 DETERMINATION OF CONTRACTOR RESPONSIBILITY

- 11.1 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible CONTRACTORS.
- 11.2 CONTRACTORS are hereby notified that, in accordance with Chapter 2.202 of the County Code (Attachment F), the COUNTY may determine whether the CONTRACTOR is responsible based on a review of the CONTRACTOR'S performance on any contracts, including but not limited to COUNTY contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the CONTRACTOR against public entities. Labor law violations which are the fault of subcontractors and of which the CONTRACTOR had no knowledge shall not be the basis of a determination that the CONTRACTOR is not responsible.
- 11.3 The COUNTY may declare a CONTRACTOR to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the CONTRACTOR has done any of the following: (1) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform this contract with the COUNTY or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the COUNTY or any other public entity.
- 11.4 If there is evidence that the highest ranked CONTRACTOR may not be responsible, the Department shall notify the CONTRACTOR in writing of the evidence relating to the CONTRACTOR'S responsibility, and its intention to recommend to the Board of Supervisors that the CONTRACTOR be found not responsible. The Department shall provide the CONTRACTOR and/or the CONTRACTOR'S representative with an opportunity to present evidence as to why the CONTRACTOR should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation. If the CONTRACTOR fails to avail itself of the opportunity to rebut the Department's evidence, the CONTRACTOR may be deemed to have waived all rights of appeal.
- 11.5 If the CONTRACTOR presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final

decision concerning the responsibility of the CONTRACTOR shall reside with the Board of Supervisors.

- 11.6 These terms shall also apply to proposed subcontractors of CONTRACTORS on COUNTY contracts.

12.0 CONTRACTOR DEBARMENT

- 12.1 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code (Attachment F), the COUNTY may debar the CONTRACTOR from bidding on other COUNTY contracts for a specified period of time, not to exceed three (3) years, and the COUNTY may terminate any or all of the CONTRACTOR'S existing contracts with COUNTY, if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 12.2 If there is evidence that the highest ranked CONTRACTOR may be subject to debarment, the Department shall notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment, and shall advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 12.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.
- 12.4 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

12.5 These terms shall also apply to proposed subcontractors of CONTRACTOR on COUNTY contracts.

13.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON APPROPRIATION

COUNTY'S obligation is payable only and solely from funds appropriated for the purpose of this contract. All funds for payments after June 30th of the current fiscal year are subject to COUNTY'S legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this contract extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected services shall be terminated as of June 30th of the then current fiscal year. COUNTY shall notify CONTRACTOR in writing of such non-allocation at the earliest possible date.

14.0 INDEPENDENT CONTRACTOR STATUS

This contract is by and between the County of Los Angeles and CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this contract.

15.0 SUBCONTRACTING

15.1 No performance of this contract or any portion thereof may be subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to subcontract any performance of the terms of this contract without the express written consent of COUNTY shall be null and void and shall constitute a breach of the terms of this contract. In the event of such a breach, this contract may be terminated forthwith.

15.2 In the event COUNTY should consent to subcontracting, each and all of the provisions of this contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

15.3 In the event that COUNTY should consent to subcontracting, the CONTRACTOR shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with the

County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

16.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to the demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this contract.

17.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR'S indemnification of COUNTY and during the term of this contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR'S own expense.

17.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to the Los Angeles County Probation Department, 9150 East Imperial Highway, Room C-29, Downey, California 90242, Attention: Cristina Ortiz, prior to commencing services under this contract. Such certificates or other evidence shall:

- 17.1.1 Specifically identify this contract.
- 17.1.2 Clearly evidence all coverages required in this contract.
- 17.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate or insurance.
- 17.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this contract.
- 17.1.5 Identify any deductibles or self-insured retentions for COUNTY'S approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-

insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 17.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 17.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 17.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
- 17.4.1 Any accident or incident relating to services performed under this contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- 17.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this contract.
- 17.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.
- 17.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this contract.
- 17.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this contract, and such failure to comply results in any costs to COUNTY,

CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

17.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this contract meet the insurance requirements of this contract by either:

17.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

17.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

18.0 INSURANCE COVERAGE REQUIREMENTS

18.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limit of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

18.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

18.3 Workers Compensation and Employees Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease – Each Employee:	\$1 million

18.4 Professional Liability: Insurance covering liability arising from any error, omissions, negligent or wrongful act of the CONTRACTOR, its officers or employees with limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon termination or cancellation of this contract.

19.0 COVENANT AGAINST CONTINGENT FEES

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, COUNTY shall have the right to terminate this contract and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

20.0 GOVERNING LAWS

This contract shall be construed in accordance with and governed by the laws of the State of California.

21.0 COMPLIANCE WITH LAWS

21.1 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, including the Americans With Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

21.2 CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of CONTRACTOR, its employees, agents, or subcontractors of such laws, rules, regulations and ordinances.

22.0 CHANGES AND AMENDMENTS OF TERMS

COUNTY reserves the right to change any portion of the work required under this contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

22.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by

COUNTY'S Chief Probation Officer or his designee and CONTRACTOR'S Project Director.

22.2 For any revision, which materially affects the scope of work, period of performance, payments, or any term and condition included in this contract, a negotiated modification to this contract shall be executed by the Los Angeles County Board of Supervisors and CONTRACTOR.

22.3 As used herein, the term "materially" is defined as being a change of more than twenty-five percent (25%) of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY'S Chief Probation Officer warrants execution by the Board of Supervisors.

23.0 ASSIGNMENT

This contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may be assigned only upon the written consent of the other party and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this contract, in consequence of such consent, shall be subject to set-off, recoupment or other reduction for any claim which one party may have against the other.

24.0 RECORD RETENTION AND INSPECTION

Within ten (10) days of a written request from COUNTY, CONTRACTOR shall allow COUNTY or authorized State and Federal agencies or any duly authorized representative to have access to and examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this contract. Such material, including all pertinent cost accounting, financial records and proprietary data, shall be kept and maintained by CONTRACTOR for a period of five (5) years after completion of this contract, or until such time as all audits are complete, whichever is later. In the event records are located outside the County of Los Angeles, CONTRACTOR shall pay COUNTY for travel and per diem costs connected with any inspection or audit.

25.0 AUDIT

At any time during the term of this contract or at any time after the expiration or termination of this contract, authorized representatives of COUNTY may conduct an audit of CONTRACTOR regarding the services provided to COUNTY.

26.0 DISCLOSURE OF INFORMATION

CONTRACTOR shall not disclose any details in connection with this contract to any party except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR'S need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publicizing its role under this contract within the following conditions:

26.1 CONTRACTOR shall develop all publicity material in a professional manner.

26.2 During the course of performance on this contract, CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without the prior written consent of the Chief Probation Officer or his designee.

26.3 Upon conclusion of the project, COUNTY grants CONTRACTOR a non-exclusive license to publish findings in journal or other academic related publications. CONTRACTOR will provide COUNTY a copy for review thirty (30) days prior to publication.

27.0 NOTICE OF DELAYS

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

28.0 VALIDITY

The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision.

29.0 WAIVER

No waiver of a breach of any provision of this contract by COUNTY shall constitute a waiver of any other breach of said provision or any other provision of this contract. Failure of COUNTY to enforce at any time, or from time to time, any provision of this contract shall not be construed as a waiver thereof. The remedies of COUNTY herein reserved shall be cumulative and additional to any other remedies in law or equity.

30.0 NOTICES

30.1 Notices required or permitted to be given under the terms of this contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States, Post Office or substation thereof, or any public mail box; and any such notice and the envelope containing same shall be addressed to CONTRACTOR at his place of business as designated in its response to this Request for Proposal, or such other place as may be hereinafter designated in writing by CONTRACTOR. The notices and envelopes containing same to COUNTY shall be addressed to:

Chief Probation Officer
Los Angeles County Probation Department
9150 E. Imperial Highway
Downey, CA 90242

30.2 In the event of suspension or termination of the contract, notices may also be given upon personal delivery by COUNTY to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

30.3 The Chief Probation Officer shall have authority to execute all notices required or permitted to be given here.

31.0 IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 P.L. 99-603). CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulation as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

32.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract or under any project, program, or activity supported by this contract.

33.0 NONDISCRIMINATION IN EMPLOYMENT

- 33.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 33.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental handicap or marital status, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination, rates or pay or other forms of compensation and selection of training, including apprenticeship.
- 33.3 CONTRACTOR shall deal with its subcontractors, CONTRACTORS, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap or marital status, or political affiliation.
- 33.4 CONTRACTOR shall give COUNTY representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 33.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend this contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State and Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that

CONTRACTOR has violated the anti-discrimination provisions of this contract.

- 33.6 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this contract, COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this contract.

34.0 CONFLICT OF INTEREST

CONTRACTOR represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONTRACTOR herein or does or shall have any direct or indirect financial interest in this contract.

35.0 COMPLETION OF CONTRACT

- 35.1 If CONTRACTOR is not expected to continue to provide services beyond the end of the current contract, at least thirty (30) days prior to the end of the current contract, CONTRACTOR shall provide the consulting services to Probation personnel for orientation to ensure a smooth transition from CONTRACTOR providing services back to the COUNTY or another contractor. CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of CONTRACTOR personnel during the transition period. In addition, CONTRACTOR shall explain and return to COUNTY, as requested, all reports, documents, data files and computer systems developed and/or used in connection with CONTRACTOR'S performance hereunder.
- 35.2 Upon expiration of the contract, or in the event of termination, on the demand of the COUNTY Contract Manager, all files and related documents, reports, records, correspondence, policies and procedures manuals, and all other documents relating to the operations of services under the contract shall be returned to the COUNTY as the Contract Manager may direct. All the materials described above shall be understood to be the property of COUNTY.
- 35.3 Upon expiration or termination of the contract, CONTRACTOR shall deliver to COUNTY all client folders, including all work completed or in progress within fifteen (15) business days after termination of the contract.
- 35.4 If CONTRACTOR fails to adhere to the above work and standards, COUNTY shall have the right to withhold up to fifty percent (50%) of the last months' payment as liquidated damages.

36.0 COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Section 2.160.010, retained by the CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR and any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this contract upon which COUNTY may immediately terminate or suspend this contract. (Refer to Form 4)

37.0 CONFIDENTIALITY

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to billings, COUNTY records, and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this contract. As a condition of employment, all employees of CONTRACTOR must sign and adhere to the attached "Confidentiality of CORI Information" (Attachment C).

38.0 BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts a Fiscal Year 2003/2004 County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for Fiscal Year 2003/2004 services provided by CONTRACTOR under this contract. COUNTY'S notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the contract.

39.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this contract have been accomplished.

40.0 RECYCLED PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the contract.

ATTACHMENT B

PERFORMANCE REQUIREMENTS SUMMARY

This Exhibit lists the required services, which will be monitored by the COUNTY during the term of this Contract; the required standard of performance; the maximum deviation from the standard which can occur before damages can be assessed; the method of COUNTY surveillance; and the monetary damages for exceeding the maximum deviation.

Quality Assurance

On an on-going basis, CONTRACTOR'S performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance, which may be used, but not limited to, are:

User complaints

Random inspections

Random samplings

Information for Contractor reports

Criteria for Determination of Monetary Damages

CONTRACTOR shall invoice Probation monthly, in arrears, as referenced in Part A, Section 8.0, "Contract Payment". Payments will be made monthly and only for those services rendered within the acceptable quality levels as set forth in the Performance Requirement Summary section in the contract (Refer to Part E, Section 5.0, INVOICES AND PAYMENTS).

If performance of service is unacceptable as determined by COUNTY and the unacceptable performance was not caused by COUNTY personnel, COUNTY will not be obligated to pay the full percentage for that service when performance does not conform with the requirements of this contract. The COUNTY shall have the right to reduce the contract price to reflect the reduced value of the service provided.

Probation will make every reasonable effort to resolve problems. When the performance is unacceptable, the Probation Department will complete a Contract

Discrepancy Report (CDR). The CDR will require the CONTRACTOR to respond in writing, and explain the unacceptable performance, as well as how recurrence of the problem will be prevented. The COUNTY Contract Manager will evaluate the CONTRACTOR'S explanation and determine if full payment, partial payment, or the Contract termination process is applicable.

When an instance of unacceptable performance comes to the attention of Probation personnel or probationers, who are recipients of the services provided by the Contract, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR. The receipt of one or more UCRs concerning a particular area of performance may result in a formal examination of the CONTRACTOR'S performance in this area.

The assessment of monetary damages against the CONTRACTOR for unacceptable services shall be calculated as shown on the Performance Requirement Summary (PRS) Chart.

For services monitored by random inspections, random samplings, or user complaints, the figure in column 6 (Deduction from Contract Price) of the PRS Chart is multiplied by the number of unacceptable instances, which exceed the AQL in Column 4. The resulting dollar amount is the amount of the monetary damages for performance variance which shall be assessed CONTRACTOR.

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by Probation to be unacceptably performed at no additional cost to COUNTY.

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ATTACHMENT B

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FOR EXCEEDING THE AQL
CONTRACTOR provides required services at 8 selected school or community sites in the South Central area. Part B, 1.0 & 2.0	100% Adhere to County requirements	5%	User and/or Staff Complaints Random Sampling Random Inspections	Up to \$100 per occurrence
Volleyball teams are structured by age group. Part B, 2.1	100% Adhere to County requirements	5%	User and/or Staff Complaints Random Sampling Random Inspections	Up to \$50 per occurrence
Academic Program provides academic tutoring, college preparation, and counseling Part B, 2.2	100% Adhere to County requirements	5%	User and/or Staff Complaints Random Sampling Random Inspections	Up to \$50 per occurrence
Contractor's coaches meet minimum years' of experience in coaching females. Part B, 2.3	100% Adhere to County requirements	5%	User and/or Staff Complaints Random Sampling Random Inspections	Up to \$100 per occurrence
Contractor's coaches are proficient in the rules and regulations governing the games of volleyball at the appropriate school levels Part B, 2.3	100% Adhere to County requirements	0%	User and/or Staff Complaints Random Sampling Random Inspections	Up to \$50 per occurrence
Contractor's coaches adhere to the responsibilities as specified in Section 2.3.1 Part B, 2.3.1	100% Adhere to County requirements	0%	User and/or Staff Complaints Random Sampling Random Inspections	Up to \$50 per occurrence
Contractor's vehicles are inspected and maintained regularly and meets other requirements as specified in section 2.4. Part B, 2.4	100% Adhere to County requirements	5%	User and/or Staff Complaints Random Sampling Random Inspections	Up to \$50 per occurrence
Contractor is providing all transportation service on Saturday and Sundays and on weekdays for special events for minors, leaders, chaperones Part B, 2.5	100% Adhere to County requirements	5%	User and/or Staff Complaints Random Sampling Random Inspections	Up to \$50 per occurrence

REQUIRED SERVICES	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FOR EXCEEDING THE AQL
Contractor's drivers have a valid commercial drivers license issued by the DMV and any other special certificates required to operate commercial vehicles used for the transportation of passengers. Part B, 2.61	100% Adhere to County requirements	0%	User and/or Staff Complaints Random Sampling Random Inspections	Up to \$100 per occurrence
Contractor's drivers are trained and licensed in basic first aid and CPR Part B, 2.6.2	100% Adhere to County requirements	5%	User and/or Staff Complaints Random Sampling Random Inspections	Up to \$100 per occurrence
Contractor's drivers are maintaining a professional appearance throughout their workday. Part B, 2.6.3	100% Adhere to County requirements	5%	User and/or Staff Complaints Random Sampling Random Inspections	Up to \$50 per occurrence
Contractor is providing equipment & material as specified in section 2.7. Part B, 2.7	100% Adhere to County requirements	5%	User and/or Staff Complaints Random Sampling Random Inspections	Up to \$50 per occurrence
Self Monitoring Report Part B, 2.9	100% Adhere to County requirements	0%	User and/or Staff Complaints Random Sampling Random Inspections	Up to \$50 per occurrence
Employee Benefits Part B, 3.6.1	100% Adhere to County requirements	0%	User and/or Staff Complaints Random Sampling Random Inspections	Up to \$100 per employee per occurrence
None of Contractor's employees shall have a criminal conviction or pending criminal trial unless record has been fully disclosed. Part B, 3.7.1	100% Adhere to County requirements	0%	Random Inspections Random Samplings	Up to \$100 per employee per occurrence
Fingerprint Contractor's current employees and prospective employees prior to employment. Part B, 3.7.5	100% Adhere to County requirements	0%	Random Inspections Random Samplings	Up to \$100 per employee per occurrence
Contractor shall reimburse County for record check. Part B, 3.7.6	100% Adhere to County requirements	0%	Random Inspections Random Samplings	Up to \$100 per employee per occurrence
Quality Control Plan Part B, 5.0	100% Adhere to County requirements	0%	Random Inspections Random Samplings	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions. Part E, 1.0-46.0	100% Adhere to County requirements	0%	Random Inspections Random Samplings	Up to \$50 per occurrence

ATTACHMENT C

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of the Starlings Volleyball Clubs, USA, during the legitimate course of your duties, you will have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized. Any the Starlings Volleyball Clubs, USA employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

Signature

STARLINGS VOLLEYBALL CLUBS, USA

Name (Print)

EXECUTIVE DIRECTOR

Classification

Date_____

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

ATTACHMENT D

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that the Starlings Volleyball Clubs, USA, is my sole employer for purposes of this employment.

I rely exclusively upon the Starlings Volleyball Clubs, USA, for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer the Starlings Volleyball Clubs, USA, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____ DATE: _____
Signature

NAME: _____
Print

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR.

Copy must be forwarded by CONTRACTOR to County Workers' Compensation Division within five business days.

ATTACHMENT E

Internal Revenue Service Notice 1015

(Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,350.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2001 are less than \$32,212 that he or she maybe eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give W-2 and do so in time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given in time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on any employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-929-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015
(Rev. 10-2001)

ATTACHMENT F

Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

2.202.010 Findings and Declarations.

The Board of Supervisors finds that, in order to promote integrity in the County's contracting processes and to protect the public interest, the County's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the County to provide goods to, or perform services for or on behalf of, the County. A Contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the County of Los Angeles, any public entities for which the board of supervisors is the governing body, nonprofit corporations created by the County and any joint powers authorities that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the Board of Supervisors. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of Contractor Non-Responsibility.

- A. Prior to a contract being awarded by the County, the County may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the County determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.
- B. The County may declare a contractor to be non-responsible for purposes of a particular contract if the County, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the County or any other public entity.
- C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the Board of Supervisors.
- D. The decision by the County to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the CONTRACTOR'S acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the County in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of Contractors.

- A. The County may debar a contractor who has an existing contract with the County and/or a contractor who has submitted a bid or proposal for a new contract with the County.
- B. The County may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the Board of Supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the Board of Supervisors.
- D. The decision by the County to debar a contractor is within the discretion of the County. The seriousness and extent of the Contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the County in making any debarment decision. Upon a debarment finding by the board of supervisors, the County shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the County, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the County may, in its discretion, terminate any or all existing contracts the contractor may have with the County. In the event that any existing contract is terminated by the county, the County shall maintain the right to pursue all other

rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

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ATTACHMENT F

**LISTING OF CONTRACTORS DEBARRED
IN LOS ANGELES COUNTY**

Vendor Name: Shobie Enterprises DBA Seahawk Construction

Principal Owners: Shamir Ahmad Qazi

Debarment Start Date: April 30, 2002 Debarment End Date: April 30, 2005

Vendor Name: Automation Data Solutions

Principal Owners: Renee Setero

Debarment Start Date: March 4, 2003 Debarment End Date: March 3, 2006

Vendor Name: 2X, Inc. a.k.a. LA Internet, Inc.,
2X Access
Internet Business International
(Referred to collectively as "LA Internet")

Principal Owners: Ken Reda
Albert Reda
Louis Cherry

Debarment Start Date: September 9, 2003 Debarment End Date: September 8, 2006

REVISED 9/9/03

ATTACHMENT G

Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The Board of Supervisors makes the following findings: The COUNTY of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the COUNTY of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the COUNTY of Los Angeles has determined that it is appropriate to require that the businesses with which the COUNTY contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the COUNTY.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “COUNTY” means the County of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of COUNTY counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other COUNTY departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the COUNTY that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the COUNTY department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months, which if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

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ATTACHMENT H

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, the potential CONTRACTOR certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other CONTRACTOR or competitor for the purpose of restricting competition.
- B. List names and telephone numbers of persons authorized legally to commit the CONTRACTOR.

NAME	PHONE NUMBER
_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the CONTRACTOR will be required to warrant that they are authorized to bind the CONTRACTOR.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".
- _____
- _____

- D. CONTRACTOR acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. CONTRACTOR understands that if it is determined by the COUNTY that the CONTRACTOR did participate as a consultant in this RFP process, the COUNTY shall reject this proposal.

_____ Name of firm	
_____ Print Name of Signer	_____ Title
_____ Signature	_____ Date

CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

	CERTIFICATION	YES	NO
1.	The contractor has a written policy statement prohibiting discrimination in all phases of employment.	()	()
2.	The contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3.	The contractor has system for determining if its employment practices are discriminatory against protected groups.	()	()
4.	When problem areas are identified in employment practices, the contractor has a system for taking reasonable corrective action to include establishment of goals or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit making firms or businesses in which employees described in number 1 serve as officers, principals, partners or major shareholders;
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract, or
 - b. Participated in any way in developing the contract of its service specification; and
4. Profit making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Contractor Name

Contractor Official Title

Contractor's Signature

Date

**CERTIFICATION OF COMPLIANCE WITH
LOS ANGELES COUNTY LOBBYIST ORDINANCE
(COUNTY CODE CHAPTER 2.160)**

By submission of my proposal, I attest to a full understanding of the following statement:

Each person by submitting a response to this request for proposals (request for bids or other solicitation) certifies that such proposer (bidder) and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Section 2.160.010, retained by the proposer (bidder), is in full compliance with Chapter 2.160 of the Los Angeles County Code.

Furthermore, as a potential Contractor, I attest to a full understanding that future County contracts will contain language similar to the following:

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

List names and telephone numbers of persons authorized legally to commit the CONTRACTOR/contractor.

Date _____

Name of Firm _____

Title of Signer _____

Typed Name of Contractor _____

Signature of Contractor _____

CBE Firm/Organization Information Form

INSTRUCTIONS: All contractors responding to this solicitation must complete and return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, vendor/contractor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49CFR Section 23.5

TYPE OF BUSINESS STRUCTURE: _____
(Corporation, partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN REGION: _____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, Etc.). Please break down the above total number of employees into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners	Managers	Staff
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
All Others			
<i>Based on the above categories, please indicate the total number of men and women in the firm</i>			
Male			
Female			

PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latin Americano	Asian American	American Indian/ Alaskan Native	All Others
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES

Is your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprises by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

FIRM NAME: _____

SIGNED: _____ DATE _____

TITLE: _____

**COUNTY OF LOS ANGELES
COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM
(MINORITY, WOMEN, DISADVANTAGED AND DISABLED
VETERANS BUSINESS ENTERPRISES)**

The Los Angeles County Board of Supervisors at its meeting held on July 19, 1994, amended the Program to prohibit any person from knowingly submitting information with the intent of receiving certification and its concurrent benefits for which they are not entitled.

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any County contract or project for a period of three (3) years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business' suspension.

Applicant Signature

Title

Name of Firm

Date

PRINCIPAL OWNER INFORMATION FORM

Los Angeles COUNTY Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the COUNTY to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders, proposers or CONTRACTORS for COUNTY contracts provide directly to the Child Support Services Department information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the CONTRACTOR. For each "Principal Owner," the information which must be provided to the Child Support Services Department is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the CONTRACTOR has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW AS SOON AS POSSIBLE. CONTRACTOR CANNOT COMMENCE PROVIDING SERVICES UNTIL HE/SHE PROVIDES DOCUMENTATION CONFIRMING SUBMISSION OF THIS FORM. MAINTAIN DOCUMENTATION OF SUBMISSION.

In addition, bidders, proposers or CONTRACTORS must certify to the COUNTY department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the contract.

TO: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

CONTRACTOR Name as Shown on Contract: _____

CONTRACTOR Address: _____

Telephone: _____ **FAX:** _____

COUNTY Department Awarding Contract: _____

Type of Goods or Services to be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box 1 is checked, no further information is required. Please sign and date the form below.

1. ☐ No natural person owns an interest of 10 percent or more in this CONTRACTOR.
2. ☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received From CONTRACTOR	
1.	_____	_____	[YES]	[NO]
2.	_____	_____	[YES]	[NO]
3.	_____	_____	[YES]	[NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: _____ Date: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the COUNTY.)

(Print Name)

(Title/Position)

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the COUNTY to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders, proposers or CONTRACTORS for COUNTY proposals submit certifications of Program compliance to the Probation Department along with their contract. (In an emergency procurement, as determined by the Probation department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE PROBATION DEPARTMENT ATTACHED TO YOUR SIGNED PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW.

I (print name) _____, hereby submit this certification to the County of Los Angeles Probation Department pursuant to the provisions of COUNTY Code Section 2.200.060 and hereby certify that (CONTRACTOR name as shown on contract) _____ (CONTRACTOR address) _____ is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department.
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing information is true and correct.

Executed this _____ Day of _____
(Month and Year)

at: _____
(City/State) (Telephone No.)

by: _____
(Signature of a principal owner, an officer, or manager responsible for contract.)

Original to: Cristina Ortiz, Contract Analyst
(attached Contracts & Grants Management Division
to proposal) Los Angeles County Probation Department
9150 E. Imperial Hwy, Room B62
Downey, CA 90242

Copy to: Child Support Services Department
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634
Phone: (323) 832-7277

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for Contract award, contractors shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for the openings. Additionally, Contractors shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Contractor's shall complete, sign, and return with their proposal this form.

Contractor's who are unable to meet this requirement shall not be considered for contract award.

Contractor shall complete all of the following information, sign where indicated, and return this form with its accompanying response to the Request for Proposals:

- A. Contractor has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment openings.

Yes _____

No _____

(Subject to verification by County)

- B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that the Contractor is willing to interview qualified GAIN/GROW participants

Yes _____

No _____

- C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

Yes _____

No _____

N/A _____

(Program not available)

Type or print name of firm

Signature

Type or print Name

Type or print Title

Date

Telephone Number

Fax Number

ATTACHMENT R

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ☐ My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Bid Detail Information

Bid Number : 6400305
Bid Title : Gender-Specific Volleyball/Academic Program
Bid Type : Service
Department : Probation
Commodity : SPORTS PROFESSIONALS SERVICES (INCLUDING SPORTS AND RECREATIONAL PROGRAMS)
Open Date : 7/25/2003
Closing Date : 8/25/2003 4:00 PM
Bid Amount : \$ 137,300
Bid Download : Not Available
Bid Description : This solicitation document is a Request for Proposals (RFP) from qualified CONTRACTORS to provide gender-specific volleyball/academic program services for the County of Los Angeles Probation Department.

The Contractor will be responsible for providing a juvenile volleyball club program to include recruitment, training, coaching, competition and transportation services for probation and at-risk adolescent and pre-adolescent girls at a maximum of eight (8) selected school or community sites in the South-Central area as well as other sites where the sports team will travel to play volleyball competitions/games. Funding for this service is provided through the Juvenile Justice Crime Prevention Act (JJCPA).

The contract will be awarded through competitive negotiations and recommended to the Los Angeles County Board of Supervisors pursuant to California Government Code Sections 26227 and 31000. The CONTRACTOR'S conformance with RFP minimum requirements, proposed fee, plan for providing services, quality control, experience and capability, and references will be considered in the award of the contract.

Interested and qualified CONTRACTORS, who have demonstrated their experience in successfully providing services of this type are invited to submit proposals providing they meet the following requirements in Attachment A.

For a copy of the RFP, which establishes guidelines, criteria, and procedures for proper application, contact:

Karen Reed, Contract Analyst
Contracts Management Division
Los Angeles County Probation Department
9150 E. Imperial Highway, Room C-29
Downey, CA 90242
(562) 940-2463

There will be a Mandatory Bidder's Conference where Probation representatives will be available to answer any questions about the RFP process and objectives. The Mandatory Bidder's Conference will be held on Tuesday, August 5, 2003, 9:30 a.m., PDST, Lynwood Regional Justice Center, 11701 Alameda Street, Lynwood, CA 90262. Those planning to attend must notify Ms. Reed by 4:00 p.m., PDST, Monday, August 4, 2002. The facility provides parking at a flat rate of \$3.00. Please note that minors will not be allowed to attend the conference. Due to limited parking available at this facility, CONTRACTORS are encouraged to carpool and arrive early to the conference.

PROPOSALS MUST BE RECEIVED NO LATER THAN 12:00 P.M., PDST, ON MONDAY, AUGUST 25, 2003

Careful consideration will be given to all responsive proposals. We look forward to working with each of the qualified interested agencies.

ATTACHMENT A: Interested and qualified CONTRACTORS, who have demonstrated their ability to successfully provide services of this type, are invited to submit proposals providing they meet the following requirements:

1. Attend the Mandatory Bidder's Conference scheduled for Tuesday, August 5, 2003.
2. Submit a proposal by 12 p.m., PDST, Monday, August 25, 2003.
3. Demonstrate a minimum of two (2) years experience within the last five (5) years working with at-risk and/or probation females in the community and providing volleyball services.
4. Identify a Project Director who will oversee the contract operations, demonstrating a minimum of two (2) years experience within the last five (5) years managing a club volleyball program involving at-risk and/or probation female youth.
5. Have or willing and able to have an administrative business office located within or adjacent to the County of Los Angeles at time of contract award.
6. Have qualified staff experienced in providing the required services.

7. Must be a business with (a) a proven record of hiring the COUNTY'S Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunities for Work (GROW) participants or which attests to a willingness to consider GAIN or GROW participants for any future employment opening if they meet the minimum qualifications for that opening; and (b) a willingness to provide employed GAIN or GROW participants access to the CONTRACTOR'S employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities (See Form 9).

8. CONTRACTOR must submit separately to the Los Angeles County Child Support Services Department a completed Principal Owner Information Form (POI Form - See Form 7) at the time of submitting proposal to the Probation Department. Additionally, CONTRACTOR must submit along with his/her proposal, a certification in accordance with the provisions of Section 2.200.060 of the County Code, that (1) the POI Form has been appropriately completed and provided to the Child Support Services Department with respect to the CONTRACTOR'S Principal Owners; (2) the CONTRACTOR has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) the CONTRACTOR has fully complied with all lawfully served Wage and Earnings withholding Orders and Child Support Services Department Notices of Wage and Earnings Assignment and will continue to maintain compliance. Such certification must be submitted on the Child Support Compliance Program Certification (CSCP Certification) as set forth as Form 8. Failure by CONTRACTOR to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the Child Support Services Department) to the Probation Department along with a proposal and a copy to the Child Support Services Department shall be grounds for a finding that a proposal is non-responsive (County Code Section 2.200.070).

9. CONTRACTOR'S proposal shall indicate that it will comply with the COUNTY'S Jury Service Program which requires CONTRACTOR'S and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a CONTRACTOR and "full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) the CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a CONTRACTOR'S full-time California employees, even those not working specifically on the COUNTY project. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration (Refer to Form 13).

10. The proposal is properly organized regarding content and sequence, as required in Part D of the RFP.

11. The proposal contains all the required forms.

Contact Name : Karen Reed
Contact Phone# : (562) 940-2463
Contact Email : karen_reed@probation.co.la.ca.us
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